



# Terms and Conditions

## 1. Session Fee

- 1.1 If a booking fee has been paid then this is non-refundable in any circumstance unless clauses 2.5 or 2.11 applies. The booking fee secures the booking for the client.
- 1.2 The booking fee covers the time for the session by Clare Wilson Photography.
- 1.3 No images, products or other items are included in the session unless clause 10.4 applies.
- 1.4 Payment for the session is required within 48 hours of the booking. The session will be reserved for 48 hours, after which time it may be offered to someone else if no payment has been made.
- 1.5 Payment is to be made via Bank Transfer only.

Please make transfers to:

Nationwide Building Society

sortcode: 07 01 16

account number: 46838096

## 2. Cancellation

- 2.1 If the client cancels the appointment for any reason, the booking fee will be non-refundable.
- 2.2 Due to unforeseen circumstances, the session may be required to be moved by Clare Wilson Photography.
- 2.3 If the client requires the booking to be moved, Clare Wilson Photography will offer alternative dates available. If the client cannot attend the alternative session dates then booking will be cancelled and clause 1.1 will apply.
- 2.4 If Clare Wilson Photography require the booking to be moved due to reasons other than clause 2.3, alternative dates will be offered. If the client cannot attend the sessions then booking will be cancelled and clause 1.1 will apply.
- 2.5 If Clare Wilson Photography fail to appear for the session without giving prior notice, then a full refund will be given to the client.
- 2.6 If your child is ill, please let Clare Wilson Photography know as soon as possible. Clause 2.2 & 2.3 will apply in this instance.
- 2.7 If you fail to notify Clare Wilson Photography that your child(ren) is/are ill then we reserve the right to cancel the session and clause 1.1 will apply.
- 2.8 If a rescheduled session is cancelled by the client (for whatever reason) then a new booking fee will be required to be paid by the client if they wish to book in again, and the original booking fee is non-refundable.
- 2.9 If you, or any members of your household, has had CoVid 19 Symptoms within the last 14 days please do not attend your session and contact Clare Wilson Photography to rearrange your session.
- 2.10 If you live in a borough that is subject to local lockdown measures that prevents you from travelling to your session then an alternative date(s) will be arranged.
- 2.11 If Clare Wilson Photography has knowledge you are breaking local lockdown rules in order to attend the session then your booking will be cancelled and clause 1.1 will apply.

## 3. During the session

- 3.1 The session will be carried out at Bijou Nursery.
- 3.2 Due to Covid protocols please only bring children to the session that are having their photos taken.
- 3.3 If possible only one parent to attend, however we understand with certain age children this can be difficult, so contact Clare Wilson Photography to discuss.

3.4 Parents attending the session must wear face masks as we will be indoors, Children will not need to wear masks. The Photographer will be wearing a mask at all times.

3.5 On arrival to the studio parents and children will be required to sanitise their hands – either with the sanitiser provided or with their own.

3.6 Your session will be as socially distanced as possible, this means that the parents will need to ensure the safety of their children (e.g. if they are sat on a chair/box etc). Clare Wilson Photography will advise at all times.

3.7 The photographer will use best judgement and experience to ensure that all the photographs are of the highest quality.

3.8 If you are unhappy at any time during the session, please let the photographer know as soon as possible so that any issues can be discussed and resolved.

3.9 All necessary steps will be taken to produce high quality images but in the unfortunate event where the child/children will not settle or refuse to participate, Clare Wilson Photography will not be held responsible should the amount of images taken be reduced. The photographer does not undertake to guarantee any specific picture, amount of photos nor incorporate any specific background, location or group arrangement.

3.10 No refund will be offered in the circumstance detailed in 3.9.

3.11 Mobile phones are not allowed in the studio. Parents can not take photos or videos on their mobile phones of the session.

#### **4. After the session**

4.1 After the session is completed, all the images will be watermarked and uploaded to a secure third-party website. Any images which fall below the standard expected will be deleted securely.

4.2 Images will be able to view within 7 working days of the session and will only be supplied to the email address given at the time of the booking.

4.3 There is no minimum quantity of images for the gallery. The quantity of images will be dependent on the session.

#### **5. Online Gallery**

5.1 Images will be able to be previewed for a period of 24 hours from the date they are issued to the client.

5.2 After 24 hours the images are moved into storage for a period of 18 months.

5.3 During the storage period, the images will be available to view at the request of the client. Any request can take up to 7 days to locate and retrieve the images – an unarchiving fee of £20 will apply.

5.4 Any additional purchases made from archived images will be charged at the current rate at the time of unarchiving.

5.5 Any promotions given at the time of the session will be voided if an unarchive request is made.

5.6 After 18 months, the photos may be deleted securely.

5.7 Requests to view alternative images will not be possible, image selection by the photographer is final and images that do not meet the standard will have been deleted.

#### **6. Copyright**

6.1 Clare Wilson Photography retains all copyright to the images taken and hereby grants the client unlimited but non-exclusive rights to use or re-produce the photographs (digital or prints) for which the client has ordered and paid for (payment must be complete and cleared). Clare Wilson Photography reserves the right to use any photographs in any form such as, but not limited to, advertising, marketing and reproduction.

6.2 Should the client wish that their images are not used as stated in 6.1, written request must be made within 7 days of the session.

6.3 Should no request be given then it is presumed that authority has been given to use the images as required by Clare Wilson Photography.

6.4 No exceptions to the ownership of the copyright will be granted in any circumstances.

6.5 Copying, scanning or screen printing of any images prior to purchase is strictly forbidden. Any client found to have copied, scanned or screen printed (including 'screen shot' on smart phones or tables) will be invoiced for the cost of photo or the minimum order value, whichever is highest.

6.6 RAW Files will not be available in any circumstances.

6.7 The resale of images is forbidden, as is any commercial use without prior permission. Original files remain the property of the photographer. You may be invoiced for any improper use.

6.8 Editing by yourself, or another photographer, of the images provided is strictly forbidden.

## **7. Ordering**

7.1 Any editing requests will be considered but final editing decisions will be with the photographer.

7.2 Any physical product ordered will be delivered within the time stated when ordered from date of payment completed.

7.3 If the client orders digital images only, they may have them printed at a location of their choice. A print release statement will be given with any digital image order stating that the client has reproduction rights to the images.

7.4 Clare Wilson Photography cannot be held responsible for the quality of the product when ordered from a third party direct by the client.

7.5 No additional editing by the client or by a third party instructed by the client is permitted on any image supplied by Clare Wilson Photography. This includes the use of filters, cropping or changing images to Black and White. See clause 6.8.

## **8. Delivery**

8.1 Items must be collected from Bijou Nursery.

8.2 Multiple items may not arrive all at the same time.

8.3 Any items that were incorrectly ordered will not be refunded if the order has been accepted by the printers.

8.4 Any items that are incorrectly ordered must be reported with 24 hours of the order being placed. Outside of this time the order cannot be cancelled, unless it has already been ordered see 8.3.

8.5 Any items that arrive damaged must be reported with it 24 hours. These will then be re-ordered from the printers. Any damaged items must be returned to Clare Wilson Photography.

8.6 In the event of items delivered damaged as mentioned in 8.5, Clare Wilson Photography MUST be notified within 24 hours of delivery to enable us to notify the courier and printers. Issues reported outside of this time will be rejected.

## **9. Digital Images**

9.1 Digital images are non-refundable under any circumstances. As soon they have been paid for and sent by Clare Wilson Photography, or provided on USB, they have been delivered.

9.2 It is recommended that a laptop or desktop PC is used to download the images. Some handheld devices (smart phones and tables) may not support the downloading of digital images supplied by Clare Wilson Photography. Clare Wilson Photography will not be held responsible if your device does not support the downloads.

## **10. Promotions**

10.1 From time to time Clare Wilson Photography will offer promotions on sessions and/or products. Full details of the current promotion will be available on request.

10.2 Products may be included in the promotion and will only be available for the duration of the promotion

10.3 Promotions are non-refundable and non-exchangeable

10.4 If products are offered, these will be detailed in the promotion or offer.